



FOR SALE BY ONLINE AUCTION
RESIDENTIAL / COMMERCIAL PROPERTY

**ELIZABETHTOWN RANGER DISTRICT ADMINISTRATIVE SITE
NEAR HIGHWAY 146 & COUNTY ROAD 3 (BASSETT BLACKTOP)
ELIZABETHTOWN, ILLINOIS 62931**

SHAWNEE
National Forest



WWW.AUCTIONRP.COM

**A Sale for the United States Department of Agriculture, Forest Service
By the**



U.S. General Services Administration

INVITATION FOR BIDS

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, the Instructions to Bidders for Online Auction, the Bid Registration Form, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The auction will commence at 3:00 p.m., Eastern Time, on **March 9, 2011**. The auction has no preset closing date but will conclude in accordance with the procedures set forth in Paragraph 10, "Call for Final Bids," of the Instructions to Bidders for Online Auction.

Parties interested in bidding on this property must register to bid in accordance with the Instructions to Bidders for Online Auction. As part of that registration, bidders must submit a deposit of \$5,000.00 before bidding on the property; see Paragraph 4, "Registration Deposit", of the Instructions to Bidders for Online Auction for information. A minimum bid amount of FIFTY THOUSAND DOLLARS (\$50,000.00) has been established for this auction. Bids must meet or exceed this amount in order to be considered. Bidding shall be in increments of \$1,000.00.

For information about this property and the procedures and terms of sale, or to make arrangements to view the property, please contact:

Mr. Richard Balsano
U.S. General Services Administration
Real Property Utilization & Disposal Division
Chicago Operations Branch
230 South Dearborn Street, Room 3774
Chicago, Illinois 60604
Telephone (direct): 312.353.0302
Facsimile: 312.886.0901
Email: richard.balsano@gsa.gov

Online bidding will take place at: <http://www.auctionrp.com>.

Additional information regarding the U.S. General Services Administration's Property Disposal program is available at: <http://www.propertydisposal.gsa.gov>.

Submit initial bids with deposits to:

U.S. General Services Administration
Property Disposal Division
Attn: Lawanda Maryland
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Telephone: 617.565.5700
Fax: 617.565.5720

Description of Property

The ±2.27 acre property consists of two separate office buildings, two warehouses, and two utility buildings. The improvements are further described as follows:

District Office Building: Built in 1963; ±1,500 square feet; wood sided structure; nine interior rooms, including a foyer, lobby, four small offices, a large communal space room, mechanical / storage room, and a half bathroom; central air conditioning and heating is by heat pump.

District Office Annex Building: Built in 1942; ±2,796 square feet, including partially finished basement; converted residential house; wood sided structure; six interior rooms, including a full kitchen, large living room/communal space w/ fireplace, three small bedroom/offices, and a half bathroom (bathtub has been removed); central air and heating is by gas furnace.

Warehouse: Built in 1942; ±1,920 square feet; wood sided structure; equipped with restroom (toilet and sink); heating provided by gas furnace.

Warehouse/Pole Shed: Built in 1963; ±2,128 square feet; wood sided structure.

New Oil House: Built in 1991; ±427 square feet; concrete block construction; electric wall heating unit.

Old Oil House: Built in 1942; ±140 square feet; wood sided structure

.

District Office Building

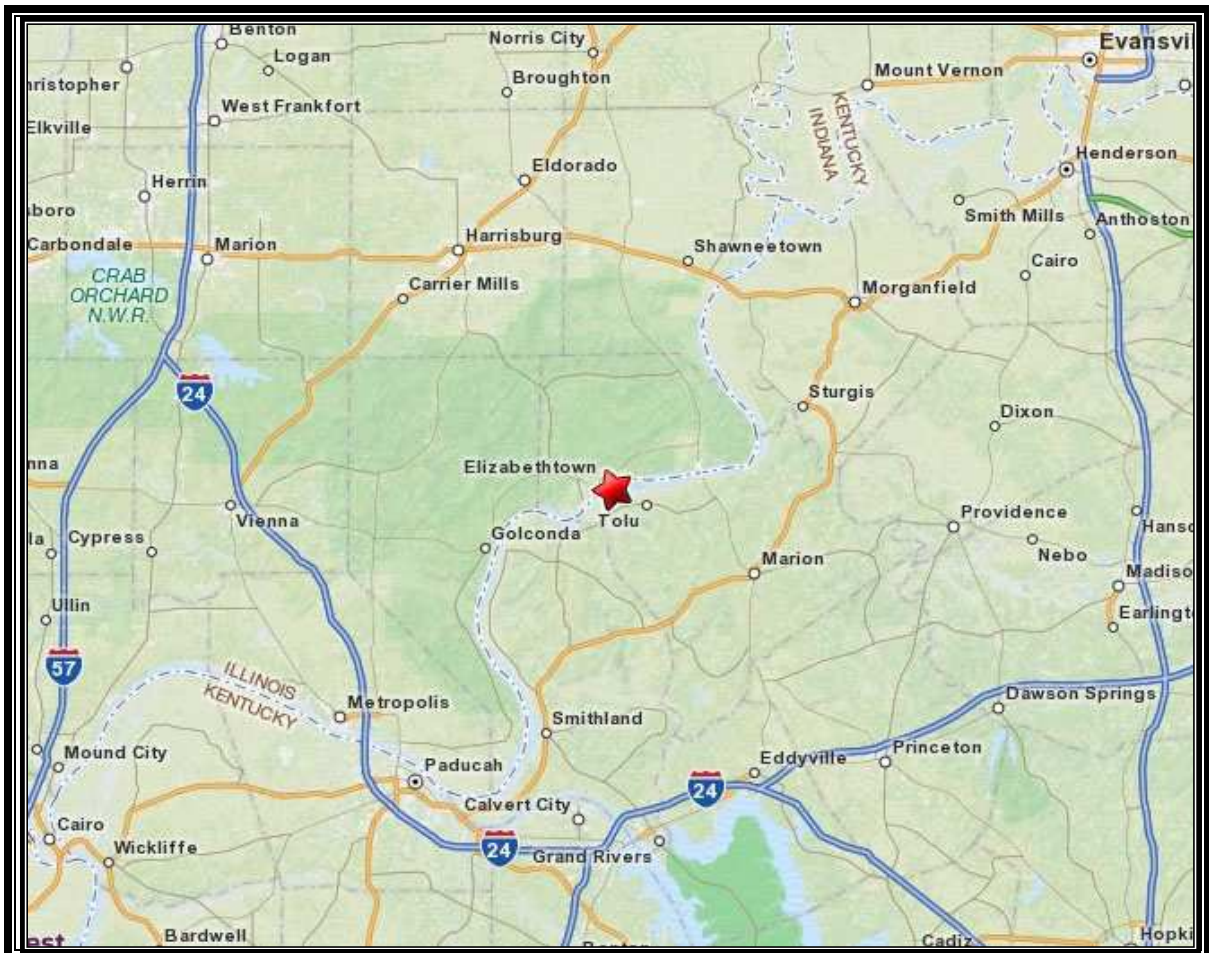


District Office Annex Building



Area Data

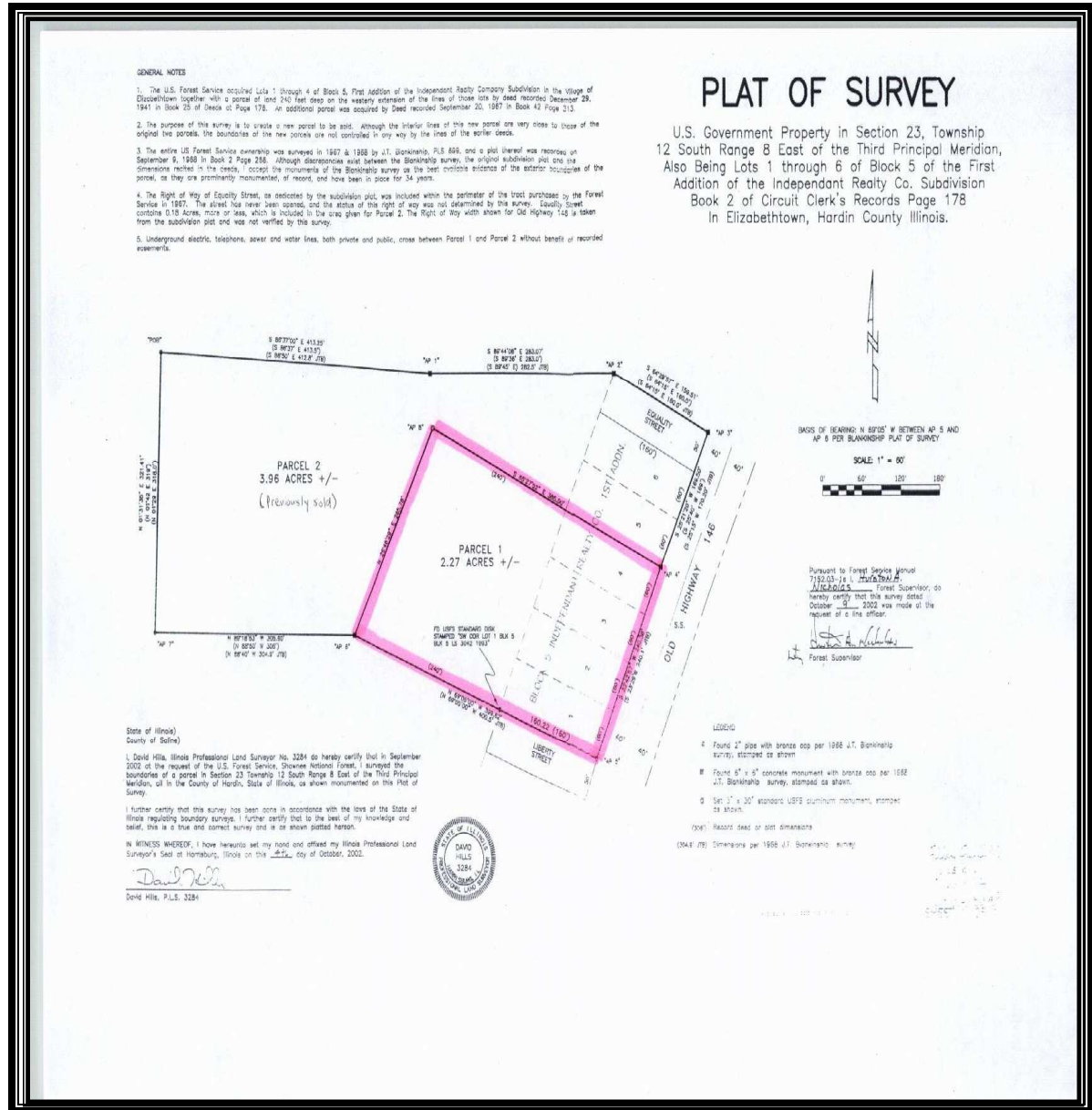
The property is located near the intersection of Illinois Highway 146 and County Road 3 (aka Bassett Blacktop), within the village limits of Elizabethtown, Illinois, which is to the southeast of Marion, Illinois. Situated less than a mile from the Ohio River and approximately 50 miles to the northeast of Paducah, Kentucky, Elizabethtown is connected to surrounding cities via Illinois Highway 146 running generally east and west. Elizabethtown is a small rural community with a population of approximately 350, and is also the County seat of Hardin County. There are no zoning ordinances affecting land in Hardin County. The Village sits virtually surrounded by the Shawnee National Forest.



Legal Description

A tract of land being part of the West Half of the Southwest Quarter of Section 23, Township 12 South, Range 8 East of the Third Principal Meridian, Hardin County, Illinois, and being part of Block 5 of the First Addition of the Independent Realty Company Subdivision, as recorded in Book 2, Page 178 of the Hardin County Recorder's Office; said tract of land being depicted as Parcel One on a plat of survey by David Hills, Illinois Professional Land Surveyor Number 3284, recorded in Slide 162 of said Recorder's office, being more particularly described by metes and bounds, in accordance with said David Hills plat of survey, as follows:

Beginning at the most Southerly corner of Lot 1 of said Block 5 of First Addition of the Independent Realty Company Subdivision, said corner being the corner common to Lot 1, Old Highway 146, and Liberty Street, as marked by a 2" pipe with Bronze cap stamped "AP5", as shown on a plat of survey by J.T. Blankenship, Illinois Professional Land Surveyor Number 699, recorded in Book 2, Page 266 of said Recorder's office; thence along the Southerly Line of said Lot 1, North 69 degrees 05 minutes 00 seconds West, 160.22 feet, to a Forest Service monument at the Southwest corner of said Lot 1, as shown on a plat of survey by Frank Lynch, Illinois Professional Land Surveyor Number 3042, recording data unknown, and dated February 2, 1994; thence departing said Lot 1, North 69 degrees 05 minutes 00 seconds West, 239.40 feet to a 6" by 6" concrete monument with brass cap, stamped "AP6", as shown on said plat of survey by J.T. Blankenship, marking the corner of a parcel conveyed to Michael W. and Lisa McBee, by instrument recorded in Book 83 of Deeds, Page 262, of said Recorder's office; thence along said McBee parcel, North 26 degrees 46 minutes 29 seconds East, 265.78 feet to a 3" by 30" aluminum monument with cap stamped "AP8", as shown on said plat of survey by David Hills; thence continuing along said McBee parcel, South 65 degrees 27 minutes 52 seconds East, 385.00 feet to a 6" by 6" concrete monument with cap stamped "AP4", as shown on plat of survey by J.T. Blankenship, marking a point on the East line of said Block 5; thence departing said McBee parcel, along the Easterly line of said Block 5, South 23 degrees 42 minutes 57 seconds West, 240.38 feet, to the point of beginning, containing 2.27 acres, more or less, and being subject to easements, and rights of ways, recorded, or otherwise.



GENERAL TERMS OF SALE

1. TERM - "INVITATION FOR BIDS." The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its Property Description; the General Terms of Sale; Special Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices, if any, and any provisions of the Bid Form and Acceptance; all of which are attached to this Invitation for Bids and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTION PROVIDED. The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to the property are based on information available to the U.S. General Services Administration's Real Property Utilization and Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the

property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING. Verification of any present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

6. CONTINUING OFFERS. Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to

accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. TAXES AND CLOSING COSTS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

8. RISK OF LOSS. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and shall have all obligations and liabilities of ownership.

9. REVOCATION OF BID AND DEFAULT. In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said

deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY. If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

11. TITLE EVIDENCE. Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

12. TITLE. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser

may wish to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE. The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by cashier's check, certified check, or U.S. Postal Service money order, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING. The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

15. DOCUMENTARY STAMPS AND COST OF RECORDING. The successful bidder shall pay all taxes and

fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A CONFORMED COPY OF THE RECORDED Quitclaim Deed must be provided to the following: (1) U.S. General Services Administration, Property Disposal Division, 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604; and (2) Shawnee National Forest, Attn: Ron Scott, 50 Highway 145 South, Harrisburg, IL 62946.

16. CONTRACT. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

17. OFFICIALS NOT TO BENEFIT. No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision

shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the property offered in the Invitation for Bids.

18. COVENANT AGAINST CONTINGENT FEES. The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the

right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

SPECIAL TERMS OF SALE **FOR ONLINE AUCTION**

1. METHOD OF SALE. This property will be sold by online auction. The bid that offers the greatest return to the Government may be accepted.

2. ENVIRONMENTAL CONSIDERATIONS:

Notices and Covenants Related to Hazardous Substance Activity. The Quitclaim Deed by which this property shall be conveyed will include the language set forth below on page 16. This deed language provides the notices and covenants required by Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. 9620(h)). All reports referenced in the deed language are available to any bidder by contacting Mr. Richard Balsano at 312.353.0302.

3. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING:

a. The Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure

increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information

available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability, or death to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individual(s) injured.

f. The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

4. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT:

a. **LEAD-BASED PAINT HAZARD WARNING:** The property (including the improvements) that is the subject of this sale was built before 1978 and may contain lead-based paint. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

b. **RISK ASSESSMENT AND INSPECTION.** A lead-based paint inspection and risk assessment was performed on the District Office Annex Building for the Government by Freeman Environmental Services, Inc. The inspection and risk assessment revealed the presence of lead-based paint and associated lead hazards at numerous locations on the property. In addition, drinking water tests performed as a part of the risk assessment (on September 23, and

December 6, 2010) revealed the presence of lead in the water at levels above recommended thresholds. A third test (on December 29, 2010) revealed that lead concentrations had fallen to levels below thresholds. The reports which document the inspection and assessment are available to any bidder online or by contacting Mr. Richard Balsano at 312.353.0302. Bidders are encouraged to review these documents and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

c. INSPECTION BY BIDDER.

Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead-based paint hazards at any time prior to submitting a bid. Before entering the property, the bidder must first make arrangements with the individual identified to contact for inspection of the property. The Bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the auction will not be delayed to accommodate completion of such inspections and assessments.

d. LEAD HAZARDS PAMPHLET.

In order to fully understand the risks and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home*. A copy of the pamphlet is available through EPA's website at

www.epa.gov/lead/pubs/leadpdf.pdf.

GSA encourages every bidder to review this pamphlet prior to submitting a bid.

e. DISCLOSURE FORM. Each bidder must complete and execute the appropriate portions of the form entitled *United States Of America ("Seller") Disclosure Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards*, and submit the form with their initial bid. In the event bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

5. NOTICE OF THE PRESENCE OF MOLD.

The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the Property. There are no studies to this effect that have been performed by the United States. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to the grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

6. EASEMENTS. The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any

specific easements, restrictions, rights, or covenants set forth above.

7. REJECTION. The Government reserves the right to reject any and all bids.

8. SELLER'S DEFAULT. If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

9. LIABILITY. With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

The Quitclaim Deed by which this property shall be conveyed will include the following language, which the Purchaser hereby agrees to accept and abide by:

A. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, **THE UNITED STATES** gives notice of hazardous substance activity at the subject property by providing **THE GRANTEE** with the following reports:

- (1) Forest Service Documentation prepared by the Shawnee National Forest regarding environmental condition of the property entitled Land Transaction Screening Process Summary Report and accompanying attachments, dated July 7, 2010.*

CERCLA COVENANT

Pursuant to Section 120(h)(3)(A)(ii) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES** warrants that:

- (1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of this conveyance; and
- (2) any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the property on the date of the conveyance shall be taken. This covenant shall not apply:
- (a) in any case in which **THE GRANTEE**, its heir(s), successor(s), and assign(s), or any successor in interest to the property or part thereof is a Potentially Responsible Party with respect to the property immediately prior to the date of this conveyance; or
- (b) to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of a failure to act of **THE GRANTEE**, its heir(s), successor(s), and assign(s), or any party in possession after the date of this conveyance that either:
- (i) results in a release or threatened release of a hazardous substance that was not located on the property on the date of this conveyance; or
- (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was

known and identified to the Grantee as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **THE UNITED STATES** conduct or pay for any additional response action, and, as a condition precedent to **THE UNITED STATES** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **THE UNITED STATES** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

CERCLA SECTION 120(h)(3)(A)(iii) ACCESS CLAUSE

THE UNITED STATES reserves a right of access to all portions of the Property for environmental investigation, remediation, removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **THE UNITED STATES**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, **THE UNITED STATES**, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

B. FSFREA DISCLOSURES AND WRITTEN ASSURANCES

Pursuant to Section 504(d)(3)(A) of the Forest Service Facility Realignment and Enhancement Act of 2005 (FSFREA), **THE UNITED STATES** gives notice of the presence of lead-based paint and asbestos-containing building material on the property by providing **THE GRANTEE** with the following reports:

- (1) Quality Assurance Lead-Based Paint Evaluation and Visual Assessment; Property Address: Annex Building 1101, Hidden Springs Ranger District, Elizabethtown, Illinois; prepared by Freeman Environmental Services, Inc.; Freeman Project Number: 10-10-1164. This report, dated September 23, 2010, also includes follow-up drinking water test results dated December 10, 2010 and December 29, 2010.*

(2) Asbestos Containing Material component (Attachment G) of the Forest Service Documentation prepared by the Shawnee National Forest regarding environmental condition of the property entitled Land Transaction Screening Process Summary Report and accompanying attachments, dated July 7, 2010.

THE GRANTEE hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, or disposal of lead-based paint or asbestos-containing building material associated with structures on the property, or the renovation or demolition of existing structures with lead-based paint or asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

C. THE GRANTEE, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless **THE UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against **THE UNITED STATES** after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws; (a) with respect to any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend and hold harmless **THE UNITED STATES** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by **THE UNITED STATES** in a court of competent jurisdiction.

INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

1. AUCTION START DATE. The online auction starts: **March 9, 2011**.

2. TYPE OF SALE. This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the property is sold. The date for receipt of final bids will be announced on the Internet with at least 48 hours notice (see Paragraph 10 in this section, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE. Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. The U.S. General Services Administration has no information on the availability of private financing or the suitability of this property for financing.

4. REGISTRATION DEPOSIT.

a. A registration deposit in the amount of **FIVE THOUSAND DOLLARS (\$5, 000.00)** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, (3) U.S. Postal Service money order, and (4) credit card payment (Visa or MasterCard only). Personal

or company checks are **NOT** acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase of Government Property and send the form with your bid deposit to:

**U.S. General Services Administration
Real Property Utilization & Disposal
Division
Attn: Lawanda Maryland
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Telephone: 617.565.5700**

b. Please make your check payable to: **"U.S. General Services Administration"**.

Deposits by credit card (Visa or MasterCard) may be made by using the enclosed Registration Deposit by Credit Card Form. Only upon the U.S. General Services Administration's receipt of your registration deposit will you be allowed to bid online or by the submission of a written faxed bid.

d. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

e. Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 13 of these Instructions. All other registration deposits will be returned.

5. BIDDER REGISTRATION AND BIDS.

- a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this Invitation for Bids. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this Invitation for Bids.
- b. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.
- c. To register online, bidders should return to the U.S. General Services Administration their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

6. USER IDENTIFICATION NUMBER. A User Identification ("ID") number and password are used to

register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases by mail or fax. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page: www.auctionrp.com.

7. BIDDING IN GENERAL.

- a. Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: www.auctionrp.com. A minimum bid amount of FIFTY THOUSAND DOLLARS (\$50,000.00) has been established for this auction. Bids must meet or exceed this amount in order to be considered.
- b. Bidders who registered online may increase their bids by following the instructions at www.auctionrp.com. They may also submit increased bids in person, by fax, by U.S. Mail, or private delivery services. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on the U.S. General Services Administration forms will be rejected.

8. FAXING YOUR BID.

a. Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is **617.565.5720**.

b. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: (1) Receipt of a garbled or incomplete bid; (2) Availability or condition of the receiving facsimile equipment; (3) Incompatibility between the sending and receiving equipment; (4) Delay in transmission or receipt of bid; (5) Failure of the bidder to properly identify the bid; (6) Illegibility of bid; and (7) Security of bid.

c. If your faxed bid is not reflected on the AuctionRP web page, and your bid is higher than the announced bid, you must call

617.565.5700 for verification that your bid was received.

9. INCREASING YOUR BID. If you learn from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official U.S. General Services Administration bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least One Thousand Dollars (\$1, 000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. Mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail, fax, online, etc., the first bid received will be recognized.

10. CALL FOR FINAL BIDS. Once bidding slows down, or at any other point deemed appropriate by the government, a date will be set for the receipt of final bids. That date, referred to as the "soft close date", will be announced on the web page. On that date, commencing at 9:00 a.m., Eastern Time, if no increased bid is received by 3:00 p.m., Eastern Time, then bidding will close at 3:00 p.m., Eastern Time, and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued

over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m., Eastern Time, on that day. There is no advantage to waiting until the last minute to bid.

11. BID EXECUTED ON BEHALF OF BIDDER.

a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The Certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence

of the authority of the signer(s) to execute the bid on behalf of the partnership.

d. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

12. WAIVER OF INFORMALITIES OR IRREGULARITIES. The Government may, at its election, waive any minor informality or irregularity in bids received.

13. BACKUP BIDDER. The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the full balance of the purchase price is paid to the Government by the high bidder, but in any event not longer than 60 days from the date of acceptance of the high bidder's bid, unless both the Government and backup bidder agree to an extension of such period. Subsequently, the bid deposit of the second high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

14. ACCEPTABLE BID. An acceptable bid is one received from a responsible bidder, whose bid, conforming to this Invitation for Bids, will be most advantageous to the

Government, price and other factors considered.

15. NOTICE OF ACCEPTANCE OR REJECTION. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the

right to reject any and all bids or portions thereof.

16. ADDITIONAL INFORMATION. The U.S. General Services Administration issuing office at the address given in this Invitation for Bids will, upon request, provide additional copies of this Invitation for Bids and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

**BIDDER REGISTRATION AND BID FOR
PURCHASE OF THE ELIZABETHTOWN RANGER DISTRICT
ADMINISTRATIVE SITE**

Near Highway 146 and County Road 3 (Bassett Blacktop)
Elizabethtown, IL
GSA Control No.: 1-A-IL-0736

U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Lawanda Maryland

Check One:

Initial Bid _____

Increased Bid _____

Fax: 617.565.5720

The undersigned bidder hereby offers and agrees to purchase the property described in the Invitation for Bids No. 1PZC-11-005, including any amendments (collectively the "IFB"), for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

REGISTRATION DEPOSIT: \$5,000.00

BID AMOUNT (MUST BE AT LEAST \$50,000.00): _____

In the event this bid is accepted, the instrument of conveyance should name the following as

Grantee(s): _____.

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS that he/she operates as (check one):

_____ an individual

_____ an individual doing business as: _____

_____ a partnership, consisting of: _____

_____ a limited liability partnership, consisting of: _____

_____ a corporation, incorporated in the State of _____

_____ a limited liability corporation, incorporated in the State of _____

_____ a trustee, acting for: _____

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-mail address: _____ Social Security Number _____

Signature of person authorized to sign bid

Date

Signer's name and title (type or print)

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

CERTIFICATE OF CORPORATE BIDDER
(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation (or Limited Liability Corporation) named as bidder herein; that

_____, who signed this bid on behalf of the bidder, was

then _____ of said Corporation (or Limited Liability Corporation); that the

Bid was duly signed for and on behalf of said Corporation (or Limited Liability Corporation) by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

REGISTRATION DEPOSIT BY CREDIT CARD
ELIZABETHTOWN RANGER DISTRICT ADMINISTRATIVE SITE
Near Highway 146 and County Road 3 (Bassett Blacktop)
ELIZABETHTOWN, ILLINOIS

To: U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Lawanda Maryland

Fax: 617.565.5720

THIS FORM MAY BE SUBMITTED BY FAX.

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. 1PZC-11-005, including any amendments (collectively the "IFB"), for the property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" Paragraph #4, Registration Deposit. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price of the property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

Applicant's Last Name (please print): _____

First Name: _____ M.I. _____

Address: _____

City: _____ State: _____ Zip Code: _____

My card number is: Visa _____ MasterCard _____

Expiration: ____/____/____

Name as it appears on card: _____

Driver's License No.: _____ State _____

E-mail address: _____

Telephone number: _____ Fax: _____

Signature: _____ Date: _____

REGISTRATION DEPOSIT BY CHECK
ELIZABETHTOWN RANGER DISTRICT ADMINISTRATIVE SITE
Near Highway 146 and County Road 3 (Bassett Blacktop)
ELIZABETHTOWN, ILLINOIS

To: U.S. General Services Administration
Property Disposal Division
10 Causeway Street, Room 925
Boston, Massachusetts 02222
Attn: Lawanda Maryland

Fax: 617.565.5720

REGISTRATION DEPOSIT: _____ BID AMOUNT: _____

Certified or Cashiers Check must be made payable to U.S. General Services Administration

Name: _____

Tax ID No. or Social Security No: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Address to which refund check will be issued (if unsuccessful bidder) if different from above:

Name: _____

TIN or SSN: _____

Address: _____

City/State/Zip Code: _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids #1PZC-11-005, including any amendments (collectively the "IFB"), for the property identified above. In the event that the applicant is the successful bidder, the registration deposit will be applied towards the purchase price of the property. In the event that applicant is not the successful bidder, the registration deposit will be returned as indicated above.

Signature: _____ Date: _____

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

**Use this form to enroll in Direct Deposit of your federal payment from the
U.S. General Services Administration**

Privacy Act Statement: Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name					
Financial Institution Phone Number	()				
Financial Institution Routing Transit Number (RTN)					
Depositor Account Title					
Depositor Account Number					
Account Type	<input type="checkbox"/> Checking		<input type="checkbox"/> Savings		
Company/Payee Contact Person					
Phone	()				
MUST HAVE SIGNATURE Company/Payee Authorized Signature					

FAX to GSA Real Property Utilization and Disposal Division at (617) 565-5720
FAX to Real Property Utilization and Disposal Finance at (816) 823-5507

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

XX Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

The subject property contains lead-based paint due to construction prior to 1978.

____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

XX Seller has provided the purchaser with the following available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(1) Quality Assurance Lead-Based Paint Evaluation and Visual Assessment; Property Address: Annex Building 1101, Hidden Springs Ranger District, Elizabethtown, Illinois; prepared by Freeman Environmental Services, Inc.; Freeman Project Number: 10-10-1164. This report, dated September 23, 2010, also includes follow-up drinking water test results dated December 10, 2010 and December 29, 2010.

_____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.

_____ (e) Purchaser has (check one below):

_____ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller Date

Seller Date

Agent Date

Agent Date

Purchaser Date

Purchaser Date